

# ORIGINAL

## AGREEMENT FOR SERVICES #194-S1611

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") Capital Engineering Consultants, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 11020 Sun Center Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide engineering, design and electrical switchgear assessment services regarding the mechanical and electrical building systems at the County's Placerville Spring Street locations; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000.

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

### ARTICLE I

**Scope of Services:** Contractor agrees to furnish personnel, materials, equipment, subcontractors, and services necessary to perform engineering, design and electrical switchgear assessment services related to the mechanical and electrical building systems. Services shall include, but not be limited to (hereafter the "Work"):

## **931 Spring Street – Engineering and Design Services:**

### **Pre-Design Phase:**

1. Contractor shall develop as-built plans for the facility:
  - a. Provide basic floor plan information including walls, doors, windows, and plumbing fixture locations for all levels.
  - b. Provide basic reflected ceiling plan information including T-bar, lighting fixtures, fire sprinkler locations and mechanical diffusers for all levels.
  - c. One site visit to validate the existing conditions versus record drawings. These reviews are basic in nature and represent a general validation of existing conditions.

### **Design Phase:**

1. For the initial Heating & Air Conditioning (HVAC) design, Contractor shall focus on evaluation of cooling and heating loads and zoning, then comparing against the current installation.
2. The current split systems would either be modified to conform to the calculated loads and zoning, replaced for deferred maintenance or useful life considerations or left in place as appropriate.
3. Provide a criteria based, design-build package, which identifies scope of sprinkler repair work that can be issued directly to sprinkler contractors for bids.
4. Develop and scope for controls retrofit by coordinating with County selected HVAC Contractor. Contractor shall walk the Building with them and discuss retrofit and build-out/renovation scenarios, and prepare a written scope with County selected HVAC Contractor for County's evaluation. The concept would be to integrate controls architecture throughout the campus, so as the systems are improved, they have the ability to connect to and integrate with the County's standard system. Individual controls for the various upgrade projects would be carried with those designs. This initial effort shall be base-level building integration only and would not be system level.
5. Contractor shall provide electrical power and fire alarm interface as appropriate for the mechanical repairs and upgrades.

### **Electrical Switchgear Assessment Services:**

1. Contractor shall assess cost and scope of work regarding the facility's switchgear and submit to County in report form.

## **935 Spring Street – Engineering and Design Services:**

### **Pre-Design Phase:**

1. Contractor shall develop as-built plans for the facility:
  - a. Provide basic floor plan information including walls, doors, windows, and plumbing fixture locations for all levels.
  - b. Provide basic reflected ceiling plan information including T-bar, lighting fixtures, fire sprinkler locations and mechanical diffusers for all levels.

- c. One site visits to validate the existing conditions versus record drawings. These reviews are basic in nature and represent a general validation of existing conditions.

**Design Phase:**

1. For the initial HVAC design, Contractor shall focus on evaluation of cooling and heating loads and zoning, then comparing against the current installation.
2. The current rooftop packaged systems would either modified to conform to the calculated loads and zoning, replaced for deferred maintenance or useful life considerations or left in place as appropriate.
3. Provide a criteria based, design-build package which identifies scope of sprinkler repair work that can be issued directly to sprinkler contractors for bids.
4. Develop and scope for controls retrofit by coordinating with County selected HVAC Contractor. Contractor shall walk the facility with them and discuss retrofit and build-out/renovation scenarios, and prepare a written scope for County selected HVAC Contractor for the County's evaluation. The concept would be to integrate controls architecture throughout the campus, so as the systems are improved, they have the ability to connect to and integrate with the County's standard system. Individual controls for the various upgrade projects would be carried with those designs. This initial effort would be base-level building integration only and would not be system level.
5. Contractor shall provide electrical power and fire alarm interface as appropriate for the mechanical repairs and upgrades.
6. The structural effort would be initially limited to a validation of roof capacity to identify problems or concerns relative to the ability of the roof to accept new equipment, if and when required.

**Electrical Switchgear Assessment Services:**

1. Contractor shall assess cost and scope of work regarding the facility's switchgear and submit to County in report form.

**937 Spring Street – Engineering and Design Services:**

**Pre-Design Phase:**

1. Contractor shall develop as-built plans for the facility:
  - a. Provide basic floor plan information including walls, doors, windows, and plumbing fixture locations for all levels.
  - b. Provide basic reflected ceiling plan information including T-bar, lighting fixtures, fire sprinkler locations and mechanical diffusers for all levels.
  - c. One site visits to validate the existing conditions versus record drawings. These reviews are basic in nature and represent a general validation of existing conditions.

**Design Phase:**

1. For the initial HVAC design, Contractor shall focus on evaluation of cooling and heating loads and zoning, then comparing against the current installation.
2. The current rooftop packaged systems would either modified to conform to the calculated loads and zoning, replaced for deferred maintenance or useful life considerations or left in place as appropriate.
3. Provide a criteria based, design-build package which identifies scope of sprinkler repair work that can be issued directly to sprinkler contractors for bids.
4. Develop and scope for controls retrofit by coordinating with County approved HVAC Contractor. Contractor shall walk the facility with them and discuss retrofit and build-out/renovation scenarios, and prepare a written scope with County selected HVAC Contractor for the County's evaluation. The concept would be to integrate controls architecture throughout the campus, so as the systems are improved, they have the ability to connect to and integrate with the County's standard system. Individual controls for the various upgrade projects would be carried with those designs. This initial effort would be base-level building integration only and would not be system level.
5. Contractor shall provide electrical power and fire alarm interface as appropriate for the mechanical repairs and upgrades.
6. The structural effort would be initially limited to a validation of roof capacity to identify problems or concerns relative to the ability of the roof to accept new equipment, if and when required.

**Electrical Switchgear Assessment Services:**

1. Contractor shall assess cost and scope of work regarding the facility's switchgear and submit to County in report form.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof.

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, including progress reports requested through **Article V – Progress Reports**, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes hereof, the Work shall be billed on a time and materials basis in accordance with Exhibit "A" marked "Fee Schedule". Reimbursable expenses shall be billed at cost plus 10%. Reimbursable expenses include work billed by subcontractor and any "Reimbursable Expenses" identified in Exhibit "A".

The total amount of this Agreement, inclusive of all costs and inclusive of all work of subcontractors and expenses, shall not exceed \$159,200.00. Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Facilities Management  
3000 Fairlane Court, Suite One  
Placerville, California 95667  
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XVII – Default, Termination, and Cancellation**.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Progress Reports:** At the request of County, Contractor shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. The reports shall be sufficiently detailed for the Contract Administrator to determine if Contractor is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed.

County's review of these reports will ensure that Contractor's work meets a level of acceptability as determined by the Contract Administrator, and Contractor shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Progress reports shall include the total number of hours worked by Contractor and any authorized subcontractors and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

## **ARTICLE VI**

**Contractor's Project Manager:** Contractor designates John Lionakis, Vice President, as its Project Manager for this Agreement. Contractor's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Contractor's Project Manager shall be responsible for all matters related to Contractor's personnel and operations under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Contractor's personnel; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

## **ARTICLE VII**

**Engineering License:** The Contractor hereby warrants and represents that Contractor is licensed to practice Engineering as required by the State of California. The Contractor agrees to provide professional services that reflect the standards of professional care. Contractor also hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE VIII**

**Ownership of Rights:** County and Contractor hereby expressly agree that all plans, details, and calculations produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

## **ARTICLE IX**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE X**

**Confidentiality of Data:** All data and information relative to the County operations, which is designated confidential by the County and made available to the Contractor in order to carry out this Agreement shall be protected by the Contractor from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasions.

The Contractor shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

## **ARTICLE XI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE XII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE XIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for those subcontractors list in Exhibit "B" hereto, Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

By appropriate agreement, Contractor shall require each subcontractors, to the extent of the work performed by each subcontractors, to be bound to Contractor by the terms of this Agreement, and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Agreement, assumes toward the County.



#### **ARTICLE XIV**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE XV**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XVI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.



## **ARTICLE XVII**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

## **ARTICLE XVIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

County of El Dorado  
Facilities Management  
3000 Fairlane Court, Suite One  
Placerville, California 95667  
Attn.: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

CAPITAL ENGINEERING CONSULTANTS, INC.  
11020 Sun Center Drive, No. 100  
Rancho Cordova, CA 95670  
ATTN: John Lionakis, Vice President

or to such other location as the Contractor directs.

#### **ARTICLE XIX**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XX**

**Indemnity:** To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Contractor includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party

shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE XXI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

## ARTICLE XXII

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **ARTICLE XXIII**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

### **ARTICLE XXVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

### **ARTICLE XXV**

#### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXVI**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXVII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXVIII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXIX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

#### **ARTICLE XXXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXXII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXXIV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXV**


**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Russell Fackrell  
Facilities Manager  
Chief Administrative Office

Dated: 11/6/15

**Requesting Department Head Concurrence:**

By:   
Larry T. Combs  
Chief Administrative Officer


Dated: 11/10/15

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  \_\_\_\_\_ Dated: 11-10-15  
Sue Hennike  
Purchasing Agent  
Chief Administrative Office  
"County"

-- CONTRACTOR --

**CAPITAL ENGINEERING CONSULTANTS, INC.,**  
A California Corporation

By:  \_\_\_\_\_ Dated: 11-3-15  
John Lionakis  
Vice-President  
"Contractor"

By:  \_\_\_\_\_ Dated: 11-9-15  
Corporate Secretary

Exhibit A - Fee Schedule

**Capital Engineering Consultants, Inc.  
2015 Billing Rates**

Sr. Principal	\$220.00 / hour
Principal	\$200.00 / hour
Food Service Manager	\$190.00 / hour
Sr. Project Manager	\$175.00 / hour
Project Manager	\$165.00 / hour
Field Services	\$160.00 / hour
Senior Engineer	\$145.00 / hour
Engineer	\$135.00 / hour
Senior Designer	\$125.00 / hour
Designer	\$115.00 / hour
Technician / CADD	\$105.00 / hour
Project Administrator	\$90.00 / hour
Administration	\$60.00 / hour

Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674

## **Exhibit “B – “Authorized Subcontractors”**

Architectural Nexus, Inc.

Miyamoto

Glumac